

6344-A
RECORDATION NO. 6344-A

NOV 30 1971 - 11:12 AM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO EQUIPMENT LEASE

THIS FIRST AMENDMENT TO EQUIPMENT LEASE, dated as of November 1, 1971 among TRUST COMPANY FOR USL, INC., not in its individual capacity but solely as Trustee under a Trust Agreement dated as of September 1, 1971 (the "Lessor"), UNITED STATES LEASING INTERNATIONAL, INC., a California corporation, as Agent for the Lessor (the "Agent") and BESSEMER AND LAKE ERIE RAILROAD COMPANY, a Pennsylvania corporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor, the Lessee and the Agent have heretofore executed and delivered that certain Equipment Lease dated as of September 1, 1971 (the "Lease") providing for the lease thereunder by the Lessor to the Lessee of certain railroad equipment more fully described in the Schedules attached to said Lease; and

WHEREAS, the said Lease was filed for record in the Office of the Secretary of the Interstate Commerce Commission at 2:30 P.M. on October 8, 1971 and has been assigned Recordation No. 6344; and

WHEREAS, the Lessor, the Lessee and the Agent desire to amend the Lease as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor, the Lessee and the Agent hereby covenant and agree that the Lease shall be deemed to be and it is hereby amended as follows:

1. By amending Section 2(a) to read in its entirety as follows:

"(a) Lessee agrees to pay Lessor Periodic Rent ("Periodic Rent") for each Item of Equipment in seventy-two (72) quarterly installments each payable in advance and in the amount of Periodic Rent provided for each respective Item of Equipment in Schedules A-1 through A-11 hereto."

(B. & L.E. Trust No. 3)

2. By amending Section 2(b) to read in its entirety as follows:

"(b) The first installment of Periodic Rent for each Item of Equipment delivered to the Lessee hereunder shall be due and payable on the Closing Date for such Item of Equipment under the Conditional Sale Agreement. The second through seventy-second quarterly installments of Periodic Rent for each Item of Equipment delivered to and accepted by Lessee shall be due and payable commencing three calendar months after the first Periodic Rent payment date."

3. By deleting from Schedules A-1 through A-11 all references to "Daily Interim Rent".

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Equipment Lease to be executed by their respective officers thereunder duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

TRUST COMPANY FOR USL, INC.,
Trustee under B. & L.E. Trust No. 3

By Bm Marshall
LESSOR

(Corporate Seal)

Attest:

Joanne L. Miller
Assistant Secretary

UNITED STATES LEASING
INTERNATIONAL, INC.

By [Signature]
Its President
AGENT AS AFORESAID

(Corporate Seal)

Attest:

Joanne L. Miller
Secretary

BESSEMER AND LAKE ERIE
RAILROAD COMPANY

By

Its

President

LESSEE

(Corporate Seal)

Attest:

Asst. Secretary

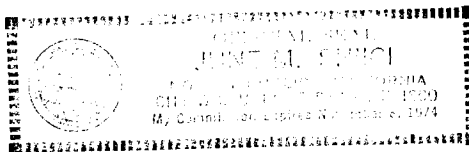
STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this 16th day of November, 1971, before me personally appeared BEN MAUSHARDT, to me personally known, who being by me duly sworn, says that he is the President President of Trust Company for USL, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

June M. Shuigi
Notary Public

(SEAL)

My commission expires:



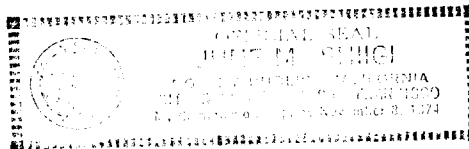
STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this 16th day of November, 1971, before me personally appeared D.E. MUNDELL, to me personally known, who being by me duly sworn, says that he is the President President of United States Leasing International, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

June M. Shuigi
Notary Public

(SEAL)

My commission expires:



STATE OF PENNSYLVANIA)
) SS
CITY OF PITTSBURGH)

On this 23rd day of November, 1971, before me personally appeared F. W. Okie, to me personally known, who being by me duly sworn, says that he is the President of Bessemer and Lake Erie Railroad Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dorothy M. Jarr
Notary Public

(SEAL)

My commission expires: OCTOBER 31, 1974, Notary Public
The State of Pennsylvania
My Commission Expires
March 31, 1974